

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Anton Spruelli & Jocelyn Spruelli (N.Y. Metro)
Plaintiff(s),

-against-

**STIPULATION OF
SETTLEMENT**

INDEX #: 303445/10

City of NY, Act Sprangenberg, Sgt E. Vignio
+ his partner John/Tone Doe
Defendant(s).

NYC Law Dep't #: 2010-019646

NYC Comptroller #: 2009/1010019

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record, based upon full authority given by the respective parties, that this action is settled for the total amount of Two Hundred Fifty Thousand Dollars (\$ 250,000.00), inclusive of costs, interest, attorney's fees, and disbursements, and subject to statutory liens and/or statutory rights to reimbursement by third-parties, including Medicaid, Medicare, Medicare Advantage Plans (MAPs) and prior attorneys, and that for purposes of Medicaid, Medicare, and any other statutory right of reimbursement, this settlement includes compensation for medical expenses. (Anton - \$100K / Jocelyn \$150K)

IT IS FURTHER STIPULATED AND AGREED that based upon this settlement, the plaintiff(s) agree to discontinue this action with prejudice and to release and discharge the City of New York [and NYC] and its/their past and present officers, managers, administrators, employees, agents, and representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York (hereafter, "RELEASEES"). Plaintiff has been advised and agrees that he/she is forever barred from seeking any other recovery relating to the subject incident as against the RELEASEES.

IT IS FURTHER STIPULATED AND AGREED that from the total settlement sum, plaintiff(s) shall pay a sum not to exceed N/A Dollars (\$ N/A.00), which it is agreed reflects medical expenses in this case, to the New York City Human Resources Administration ("HRA") in consideration of HRA's partial non-assertion of its Medicaid lien against the proceeds of this settlement, and it is further STIPULATED AND AGREED that plaintiff shall pay a sum not to exceed N/A Dollars (\$ N/A.00) in consideration of HRA's partial non-assertion of its Public Assistance lien against the proceeds of this settlement, and it is further STIPULATED AND AGREED that HRA will limit its collection for Medicaid and Public Assistance against the proceeds of this settlement to a total collection amount of N/A Dollars (\$ N/A.00), or to the amount of the actual liens should they be less than the agreed upon amounts set forth above.

IT IS FURTHER STIPULATED AND AGREED that prior to tendering the requisite documents for payment, as provided in CPLR 5003-a(b), any Medicare-recipient plaintiff shall have notified his/her Medicare provider of the settlement and obtained and submitted with the closing papers a final demand letter from the Medicare provider for reimbursement of secondary